

**CMRS
INTERCONNECTION AGREEMENT**

BETWEEN

AMERITECH ILLINOIS

AND

AT&T WIRELESS PCS, LLC

ILLINOIS

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CMRS INTERCONNECTION AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT, dated April _____, 2001 is by and between AMERITECH ILLINOIS a Delaware corporation, hereinafter referred to as "Telco", and AT&T WIRELESS PCS, LLC, a Delaware LLC, on behalf of its wireless operating affiliates and Switch Share Markets, hereinafter all referred to as "AWS".

WHEREAS, Telco is a duly authorized common carrier by wire and radio engaged in providing telecommunications service in the State of Illinois; and

WHEREAS, AWS holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services in the State of Illinois; and

WHEREAS, Telco and AWS have agreed to connect their Facilities in the State of Illinois and exchange traffic for the provision of two-way CMRS telecommunications service in accordance with the Telecommunications Act of 1996 ("1996 Act"); and

WHEREAS, the Parties seek to accomplish Interconnection in a technically and economically efficient manner in accordance with the requirements in the 1996 Act; and

WHEREAS, Section 251 of the 1996 Act mandates good faith negotiations between the incumbent Local Exchange Carrier and any Telecommunications Carrier requesting Interconnection, services, or network elements; and

WHEREAS, pursuant to Paragraph 43 of Appendix C to the FCC Order In re Applications of Ameritech Corp, Transferor and SBC Communications Inc., Transferee, For Consent to Transfer Control, CC Docket No. 98-141, Memorandum Opinion and Order (released October 8, 1999), AWS and Telco have entered into an agreement on the substantially the same terms and conditions contained in the AWS/Pacific Bell Agreement for the State of California;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Telco and AWS hereby covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, including any and all Attachments, Exhibits, and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement:

- 1.1 “Access Tandem Switches” are switches that are used to connect and switch trunk circuits between and among Central Office Switches and other Telecommunications Carriers’ switches for the purposes of providing local exchange and Switched Access Services.
- 1.2 “Act” means the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.
- 1.3 “Affiliate” means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.
- 1.4 “Ancillary Services” are Directory Assistance, 411, 611, 911 (“N11”), Operator Services, the 700, 8YY, and 900 SAC Codes, Switched Access Service, and 976 service.
- 1.5 “Answer Supervision” means an off-hook supervisory signal of at least two (2) seconds in duration sent by AWS to Telco’s serving End Office Switch on all completed calls after address signaling has been completed, or an off-hook signal of at least two (2) seconds in duration sent by Telco to AWS’ Central Office after address signaling has been completed.
- 1.6 “Applicable Laws” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including without limitation those relating to the environment or health and safety.
- 1.7 “Authorized Services” means those Commercial Mobile Radio Services that AWS may lawfully provide on an interconnected basis, pursuant to Sections 154, 303, and 332 of the Communications Act of 1934, as amended.
- 1.8 “AWS’ Service Area” is the geographic area(s) where the following AWS entities are authorized by the FCC to provide two-way CMRS:
 - AT&T Wireless PCS, LLC and its Affiliates.
 - 1.8.1 If AWS acquires other cellular or broadband PCS providers with operations in the State, AWS may incorporate those operations under this Agreement, or, if the acquired CMRS provider has an existing interconnection agreement with Telco in the State that has not been noticed for renegotiation, then AWS shall designate either such interconnection agreement or this Agreement to govern the

operations of AWS and the acquired CMRS provider on a prospective basis; the undersigned contract shall then cease to be effective for the State.

- 1.9 “Bellcore” means Telcordia Technologies, Inc.
- 1.10 “Central Office”, “Central Office Switch” or “CO” means a switching entity, including, but not limited to End Office Switches, Access Tandem Switches, MSCs, and combination End Office/Tandem Switches.
- 1.11 “CMRS Interconnection Trunks/Trunk Groups” means the trunk group used to connect AWS’ network with Telco’s network for the purpose of exchanging Local CMRS Calls.
- 1.12 “Commercial Mobile Radio Service” or “CMRS” is as defined by the FCC and the Commission.
- 1.13 “Commission” means the Illinois Commerce Commission.
- 1.14 “Common Channel Signaling” or “CCS” means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 (“SS7”) is the CCS network protocol presently used by Telecommunications Carriers.
- 1.15 “Completed Call” means a call that is delivered to or from AWS’ network and for which a connection is established after Answer Supervision.
- 1.16 “Control Office/NOC” means a center or office designated as a single point of contact for the maintenance of a Party’s portion of CMRS Interconnection arrangements.
- 1.17 “Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.18 “Customer” means the end user purchaser of telecommunications services from Telco or AWS.
- 1.19 “Dedicated NXX Code” means a three-digit exchange prefix and associated 10,000 telephone number block assigned to AWS’ or Telco’s network.
- 1.20 “Disconnect Supervision” means an on-hook supervisory signal sent at the completion of a call.
- 1.21 “DS1” means a digital signal rate of 1.544 Megabits Per Second (“Mbps”).
- 1.22 “DS3” means a digital signal rate of 44.736 Mbps.
- 1.23 “Effective Date” means the date described in Section 33 of this Agreement.

- 1.24 “End Office Switch” is a switch from which Telco’s Customers’ Exchange Services are directly connected and offered.
- 1.25 “Equal Access Trunk” means an interconnection trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.26 “Exchange Service” is as defined in the Act.
- 1.27 “Facility” or “Facilities” means the system of equipment and/or cable utilized to carry traffic that is exchanged hereunder between switching entities maintained by the Parties.
- 1.28 “FCC” means the Federal Communications Commission.
- 1.29 “Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.30 “Interconnection” is as described in the Act.
- 1.31 “Interexchange Carrier” or “IXC” means a provider of interexchange telecommunications services.
- 1.32 “InterMTA Traffic” means traffic to or from AWS’ network that originates in one MTA and terminates in another MTA.
- 1.33 “LATA” means Local Access and Transport Area, the boundaries of which are set forth in Telco's tariffs.
- 1.34 “Local CMRS Calls,” for the purpose of reciprocal compensation are CMRS calls that originate on either Party’s network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.35 “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.36 “Local Exchange Routing Guide” or “LERG” means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.37 “MTA” means “Major Trading Area”, as defined by the FCC rules, Part 24, § 24.202(a).
- 1.38 “MSC” means the Mobile Switching Center used by AWS in performing, inter alia, originating and terminating functions for calls to or from AWS’ Customers.
- 1.39 “North American Numbering Plan” or “NANP” means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

- 1.40 “Numbering Plan Area” or “NPA” is referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 available NXX Codes.
- 1.41 “Number Portability” is as defined in the Act.
- 1.42 “NXX”, “NXX Code”, or “Central Office Code” means the three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.43 “Telco's Service Area” means the geographic areas in the State of Illinois where Telco provides local exchange telecommunications services as an incumbent LEC.
- 1.44 “Party” means either Telco or AWS. “Parties” means both Telco and AWS.
- 1.45 “Permanent Number Portability” or “PNP” means a long-term solution to provide Number Portability for all customers and all providers consistent with the Act and implementing regulations.
- 1.46 “Point of Interconnection” or “POI” means the physical demarcation point between Telco and AWS. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Telco’s network and AWS’ network.
- 1.47 “Rate Center” means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXX codes that have been assigned to the LEC for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.48 “Rating Point” means the vertical and horizontal (“V&H”) coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG, nor must it be located within the same Rate Center area, but it must be in the same LATA as to which traffic addressed to the relevant NPA is required by Telco to be routed pursuant to the LERG.
- 1.49 “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but it must be in the same LATA as the NPA-NXX. Central Offices are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where AWS has not established Routing Points for its Dedicated NPA-NXX Codes in its own network, the Routing Point shall be the Telco Access Tandem Switch where traffic to Telco NXXs in the same NPA is homed. AWS agrees to establish Routing Points within its network for all of its NPA-NXX

codes by the end of 1999. Telco agrees to work cooperatively with AWS to accomplish this result.

- 1.50 “Service Access Code” or “SAC Code” is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs (8YY), 700, and 900 are examples of SAC Codes.
- 1.51 “Switched Access Service” means an offering of access to services or Facilities for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group D (“FGD”), Toll Free Service, and 900 access.
- 1.52 “Switch Share Markets” means a licensed two-way CMRS provider in Illinois that has contracted with AWS to use an AWS MSC for its switching functions. AWS' Switch Share Markets as of the date of this Agreement are set forth in Section 3.1.4.2.
- 1.53 “Telecommunications Carrier” is as defined in the Act.
- 1.54 “Toll Free Service” means service provided with a dialing sequence that invokes toll-free, (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC codes.
- 1.55 “Transit Traffic” means intermediate transport and switching of traffic between two parties, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.56 “Trunk Side” refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office Switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.57 “Type 1 CMRS Interconnection” or “Type 1” means Trunk Side Message Trunk CMRS Interconnection services, arrangements, and Facilities established between AWS’ switching entity and the trunk side (with line treatment) of Telco's End Office Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement.
- 1.58 “Type 2A CMRS Interconnection” or “Type 2A” means CMRS Interconnection services, arrangements, and Facilities established between AWS’ switching entity and Telco's Access Tandem Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.

- 1.59 “Type 2B CMRS Interconnection” or “Type 2B” means CMRS Interconnection services, arrangements, and Facilities established between AWS’ switching entity and a Telco designated End Office Switch as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.60 “Type 2C CMRS Interconnection” or “Type 2C” means one-way terminating facilities which provide a trunk-side connection between AWS’ MSC and Telco Bell’s Access Tandem equipped to provide access to 911 services as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.61 “Wire Center” denotes a building or space within a building that serves as an aggregation point on a given carrier’s network, where transmission Facilities and circuits are connected and switched. Telco’s Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Switched Access Services, are located. However, for the purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.

2. CMRS INTERCONNECTION FOR RECIPROCAL TRAFFIC EXCHANGE

- 2.1 Technical Provisions. This section provides for the physical connection of the Facilities and equipment of AWS and Telco's networks within the State of Illinois for the transmission and routing of land to mobile and mobile to land Exchange Services and Switched Access Services consistent with the requirements of 47 C.F.R. Part 51, § 51.305. Telco and AWS will physically connect their Facilities and exchange traffic originating from or terminating to AWS’ Customers over AWS’ network in connection with AWS’ Authorized Services in accordance with the service, operating, and Facility arrangements set forth hereinafter.
- 2.1.1 CMRS Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 2B or Type 1; and at the trunk connection points for a Telco Tandem Switch via Type 2A CMRS Interconnection. CMRS Interconnection shall also be provided at other technically feasible points in Telco's network at the request of AWS and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure the recovery of Telco's costs of providing such Interconnection. The Parties will attach or incorporate as amendments to this Agreement, technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional interconnection. CMRS interconnection with Telco’s Operator Assistance and 411 Directory Assistance shall be available at Telco’s End Office Switches via Type 1 CMRS Interconnection, and with NPA 555-1212 Directory Assistance shall be available at Telco’s Access Tandem Switches via Type 2A CMRS Interconnection.

- 2.1.2 Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.3 Interconnection Within Each LATA. Unless otherwise agreed herein, AWS and Telco will interconnect directly in each LATA in which they exchange Local CMRS Calls and Switched Access traffic.
- 2.1.4 Single POI Model for Interconnection Facilities. There will be a single physical network interface for each Interconnection Facility on which AWS and Telco interconnect in order to exchange Local CMRS Calls, which the Parties shall designate as a POI. This Agreement establishes the responsibilities on each side of the POIs, the Facilities to be established between the Parties' networks, and the appropriate compensation arrangements for exchange of Local CMRS Calls over those Facilities. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. AWS may construct its own transport Facilities used to route calls to and from the POI, it may purchase or lease from a third party these transport Facilities, or it may purchase these Facilities from Telco.
- 2.1.5 CMRS Interconnection POI Options.
- AWS and Telco shall mutually agree on a POI for each Facility utilized to carry traffic between their respective switches. A POI may be located at:
- a. at the Telco Wire Center where the CMRS Interconnection Trunks terminate,
 - b. at AWS' switching entity where the CMRS Interconnection Trunks terminate, or
 - c. at another, mutually agreeable location.
- 2.1.6 Trunk Side Interconnection Options. As set forth below, CMRS Interconnection may be established by means of any or any combination, of the following options:
- a. NON LATA-WIDE TRUNK SIDE TANDEM TERMINATION INTERCONNECTION AT ONE OR MORE TELCO ACCESS TANDEM SWITCH(ES) IN THE LATA. A trunk group will be established between an AWS switching entity and one or more Telco Access Tandem Switch(es) in a LATA using Type 2A CMRS Interconnection. AWS shall only route to a Telco Access Tandem Switch traffic destined for an NXX that subtends that Access Tandem Switch, as shown in the LERG;

- b. LATA-WIDE TRUNK SIDE ACCESS TANDEM TERMINATION INTERCONNECTION. Where requested, and subject to mutually agreed upon terms, a trunk group may be established between AWS and Telco at a single, Telco-designated Access Tandem Switch in a LATA, using Type 2A CMRS Interconnection for termination of all Local CMRS Calls destined for any Telco End Office Switch that subtends one of Telco's Access Tandem Switches in that LATA. As of the Effective Date, the LATA-wide Access Tandem Switches are as follows:
 - (i) Telco shall designate the LATA-wide Access Tandem Switch for a LATA within thirty (30) days after receipt of a request by AWS for such designation and the submission by AWS of projected traffic levels for the LATA, which projections shall be in conformance with Section 2.7.1 below.
- c. END OFFICE TO MSC TRUNK SIDE INTERCONNECTION. The Parties may establish direct End Office to MSC Interconnection using Type 2B or Type 1 CMRS Interconnection. The Parties will use generally accepted traffic engineering guidelines in determining when to establish such direct End Office to MSC trunk groups between their networks, where Facilities and equipment are available.
- d. In the event that Telco deploys new Access Tandem Switches after the Effective Date, Telco will provide AWS with reasonable advance notice of such a change and Telco will work cooperatively with AWS to accomplish all necessary network changes. Telco will waive all nonrecurring charges otherwise applicable to AWS orders for moving existing trunks from an existing Access Tandem Switch to the new Access Tandem Switch for such orders that are completed within ninety (90) days of the final cut-over of the new Access Tandem Switch.
- e. At any time after the Effective Date, Telco may introduce new LATA-wide Access Tandem Switches in any part of its network:
 - (i) For those LATAs that have multiple Access Tandem Switches, Telco may do so by designating a different Access Tandem Switch (including a newly-opened

Access Tandem Switch) as the LATA-wide Access Tandem Switch.

- (ii) For those LATAs that only have one Access Tandem Switch, Telco may do so by opening a new Access Tandem Switch in that LATA and designating one of the Access Tandem Switches as the LATA-wide Access Tandem Switch.

In the event that Telco designates any new LATA-wide Access Tandem Switches after the Effective Date, Telco will waive all nonrecurring charges otherwise applicable to AWS orders for moving existing trunks from the Access Tandem Switch at which AWS received LATA-wide termination to the new LATA-wide Access Tandem Switch for such orders that are completed within ninety (90) days of the final cut-over of the new LATA-wide Access Tandem Switch.

2.1.7 Sizing and Structure of CMRS Interconnection Facilities. The Parties will engineer and maintain the appropriate type of and sizing for Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

2.1.8 Ancillary Services Traffic. When delivering Ancillary Services traffic to Telco, AWS must use at least one (1) Type 1 Interconnection Facility in each LATA irrespective of the number of Telco Access Tandem Switches or Type 2A CMRS Interconnections between Telco and AWS in that LATA.

2.1.9 Signaling Protocol. The Parties may interconnect their networks using CCS (SS7) in accordance with Attachment V. Where multi-frequency signaling is currently used, the Parties agree to use reasonable efforts to convert to CCS.

2.2 CMRS Interconnection Trunk Arrangement and Associated Signaling Interconnection.

2.2.1 Trunk Side CMRS Interconnection Terms. Using the Facilities and trunk arrangements described in Section 2.1 above, the Parties shall mutually terminate Local CMRS Calls originating on each other's networks, as described in this Section 2.2.

2.2.2 Unless a LATA-wide termination option described above is deployed, AWS shall only deliver terminating traffic over CMRS Interconnection Trunk Groups to a Telco Access Tandem Switch for those publicly dialable NPA-NXX codes served by End Office Switches that directly subtend the Telco Access Tandem Switch or those CMRS NXXs or other LEC or AWS NXXs that directly subtend Telco's Access Tandem Switch.

2.2.3 All terminating traffic delivered by AWS to:

- a. a non-LATA-wide Access Tandem Switch destined for NPA-NXX codes served by End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch; or
- b. a LATA-wide Access Tandem Switch on a non-LATA-wide trunk group where the traffic is destined for NPA-NXX codes served by End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch is misrouted. Telco shall provide notice to AWS pursuant to Section 22 of this Agreement and, where possible, shall provide verbal and written notice to the appropriate AWS Network Manager through the AWS Account Manager at Telco that such misrouting has occurred. In the notice, AWS shall be given thirty (30) days to cure such misrouting. In the event that AWS does not cure the problem within the thirty (30) day period, Telco shall bill and AWS will pay, in addition to any other normal usage charges, a misroute surcharge for each call. This charge will be equal in amount to the rate for tandem switching and transport for the call set-up and duration of the misrouted call. In the event AWS has not cured the problem within an additional sixty (60) day period following the first thirty (30) days, the misroute charge will change to be equal to the rate for End Office termination (equivalent to the Type 2B rate) from that point forward.

2.2.4 The Parties shall deliver all traffic destined to terminate on the other Party's network in accordance with the serving arrangements defined in the LERG except:

- a. when AWS uses the LATA-Wide Termination option described above, or
- b. when AWS' MSC serves NXX codes some of which home on a Telco Access Tandem Switch and some of which home on a non-Telco Access Tandem Switch. In this case all traffic from the Telco Access Tandem Switch may be delivered over a direct trunk group to the AWS MSC regardless of dialed NXX.

2.2.5 Where AWS delivers miscellaneous calls (*e.g.*, time, weather, Busy Line Verify/Interrupt, Illinois 900, Mass Calling Codes) destined for Telco, it shall

deliver such traffic in accordance with the serving arrangements defined in the LERG.

- 2.2.6 N11 codes (*i.e.*, 411, 611, 911) shall not be sent between the Parties' networks over Type 2A or Type 2B CMRS Interconnection Trunk Groups. When delivered to Telco, Ancillary Services, including N11 codes, will be sent over Type 1 CMRS Interconnection Trunks. However, the Parties shall use reasonable efforts to reconfigure their networks, where possible, to route and bill. Ancillary Services traffic will be sent to Telco through Telco's Access Tandem Switches over Type 2A CMRS Interconnections or via separate interconnection to Telco's Traffic Operator Position System ("TOPS") switches. This form of access will be available when the Parties successfully complete joint testing, where required, of the access configuration and cooperatively develop the necessary billing and provisioning systems and processes.
- 2.2.7 AWS may provide its own Facilities or purchase Facilities from another carrier to connect its network with Telco's E911/911 Access Tandem Switches. Alternatively, AWS may purchase Type 2C CMRS Interconnection Facilities from Telco at rates found in Telco's applicable state access tariff.

Enhanced 911 Services, once required of AWS, will, where applicable, be provided pursuant to existing tariff or be negotiated at that time and the terms and conditions for such services shall be described in a separate agreement or amendment to this Agreement, to be mutually agreed upon between AWS and Telco.

2.3 Transit Traffic

- 2.3.1 Telco will deliver Transit Traffic to and from AWS. In such a case, Telco will charge a transit charge to the originating Telecommunications Carrier. Other than the transit charge, Telco will not bill either the originating or terminating Telecommunications Carrier for transport and termination, which shall be separately negotiated between the originating and terminating Telecommunications Carriers.
- 2.3.2 AWS shall not route terminating traffic from an Interexchange Carrier destined for an End Office Switch in Telco's network over CMRS Interconnection Trunks.
- 2.3.3 AWS shall not route traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.
- 2.3.4 Where Telco has in place direct Type 2A trunking to an AWS MSC, Telco will not deliver calls destined to terminate at that AWS MSC via another Telecommunications Carrier's Access Tandem Switch.

2.3.5 Where AWS' Dedicated NXX Codes subtend another Telecommunications Carrier's Access Tandem Switch, Telco may establish and pay for trunking directly between Telco's Access Tandem Switch and AWS' MSC for the completion of all land-to-mobile calls destined to terminate to such NXXs.

2.4 Responsibilities of the Parties.

2.4.1 The Parties will continue to review engineering requirements on a semi-annual basis and establish forecasts for trunks and Facilities provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements.

2.4.2 The Parties shall share the overall coordination, installation, and maintenance responsibilities for CMRS Interconnection Trunks /Trunk Groups.

2.4.3 AWS and Telco shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure CMRS Interconnection Trunks/Trunk Groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its Facility or its portion of the CMRS Interconnection Trunks prior to referring the trouble to each other;
- e. Advise each other's Control Office/NOC if there is an equipment failure that may affect the CMRS Interconnection Trunks;
- f. Notify the other Party and obtain the other Party's consent (except in the case of an emergency that threatens the integrity of the network) prior to removing CMRS Interconnection Trunks from service;
- g. In provisioning situations, utilizing the contact names and numbers provided in the disconnect order;
- h. In maintenance situations, utilizing the trouble reporting number set forth below;

- i. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week (for AWS, (800) 832-6662; for Telco, (800) 709-4884 (Illinois, Indiana, Michigan, Ohio & Wisconsin);
 - j. Provide to each other test-line numbers and access to test lines; each Party will provide test lines that return answer supervision for every NPA-NXX that it opens.
- 2.4.4 AWS agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Facilities and services provided hereunder for the provision of services other than AWS' Authorized Services. To the extent that AWS seeks to use the interconnection arrangements provided herein to provide services other than two-way CMRS (e.g., paging and facilities-based landline service), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

2.5 Installation/Provisioning of Trunks.

- 2.5.1 Due dates for the installation or conversion of CMRS Interconnection Trunks covered by this Agreement shall be based on Telco's standard Switched Access Service intervals or mutual agreement of the Parties in accordance with the availability of CMRS Interconnection Trunks and equipment.
- 2.5.2 Both Parties will make their best effort to test, turn up and accept facilities and trunks covered by this Agreement by the agreed-upon due dates. If Telco fails to meet agreed-upon due dates more than five percent (5%) of the time in a particular month, Telco will assign a provisioning manager to expedite and restore provisioning performance. This manager will remain assigned to the AWS account until provisioning performance is restored (95% or greater due dates met) and remains at that level for a period of three (3) consecutive months.
- 2.5.3 Orders for CMRS Interconnection Trunks and related Facilities will not be canceled, nor may billing commence, prior to service acceptance, when trunk provisioning has been delayed by the unavailability of the underlying facility, unless such cancellation or billing is agreed upon by both Parties.
- 2.5.4 Orders from AWS to Telco to establish, add, change, or disconnect Type 2A, Type 2B, or Type 1 CMRS Interconnection Trunks shall be processed by use of an Access Service Request ("ASR") using Telco's electronic ordering interface, or manually, by facsimile transmission. With regard to any changes to or replacements of any existing Telco's ordering system, Telco will provide AWS (i) reasonable advance notice of such changes or replacements, (ii) documentation of how the changes or replacements affect AWS' use of the

resulting system, and (iii) a reasonable number of training opportunities regarding any such changes or replacements.

2.5.5 The Parties agree that it is desirable for Telco to accept and utilize the switch CLLI that AWS provides in service orders, to identify the AWS switch, if it is feasible for Telco to do so. Telco will work with AWS to determine if Telco's records and ordering process can be modified to accept AWS' switch ID (CLLI code) to identify each Type 2A, Type 2B, or Type 1 CMRS Interconnection Trunk Group. Telco agrees to implement reasonable changes, if necessary, to Telco's systems and procedures to recognize the AWS specified CLLI.

2.5.6 Telco will provide Design Layout Records to AWS by one of three methods, as specified by AWS:

- a. By mail;
- b. By facsimile; or
- c. By electronic transmission (when available).

2.5.7 Telco will contact the AWS installation contact on CMRS Interconnection Trunk orders no later than the plant test date to begin performing installation work.

2.6 Trunk Servicing.

2.6.1 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Telco's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to AWS to trigger changes Telco desires to the CMRS Interconnection Trunk Groups based on Telco's capacity assessment. AWS will issue an ASR to Telco's Wireless Interconnection Service Center:

- a. Within ten (10) business days after receipt of the TGSR, upon review of and in response to Telco's TGSR; or
- b. At any time as a result of AWS' own capacity management assessment, to begin the provisioning process.

2.6.2 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Telco and AWS work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, Designated NXX

Code relocations, re-homes, Facility grooming, or major network rearrangements.

- 2.6.3 AWS will be responsible for engineering and maintaining its network on its side of the POI. Telco will be responsible for engineering and maintaining its network on its side of the POI.

2.7 Trunk Forecasting.

- 2.7.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic exchange over CMRS Interconnection Trunk Groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated on a nondiscriminatory basis as Facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when Facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
- a. Forecasted trunk quantities (which include measurements that reflect actual Access Tandem and End Office CMRS Interconnection Trunks and tandem-subtending CMRS Interconnection End Office equivalent trunk requirements) for two (2) years (current, and plus-1) by half year;
 - b. The use of Common Language Location Identifiers (“CLLI-MSG”), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - c. A description of major network projects that affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 2.7.2 If differences in semi-annual forecasts of the Parties vary significantly, the Parties shall meet, review and reconcile their forecasts.
- 2.7.3 If a trunk group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any six (6) month period, and the trunk group in question is utilized to carry traffic originated by both Parties, either Party may contact the other to discuss resizing the trunk group. Neither Party will unreasonably refuse a request to resize the trunk group.

2.7.4 Each Party shall provide the other with a specific point of contact for planning, forecasting, and trunk servicing purposes.

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2.9 Fixed Wireless.

AWS shall have the option to provide fixed wireless services under this Agreement, so long as such services are classified by the FCC as CMRS. The Parties will comply with the terms of Attachment III in connection with such services.

3. COMPENSATION FOR LOCAL CMRS INTERCONNECTION

3.1 Compensation for Call Transport and Termination.

3.1.1 The Parties agree that the following rates are reciprocal for Local CMRS Calls terminated both mobile-to-land and land-to-mobile.

3.1.1.1 Where the Parties interconnect their networks using Type 2A interconnection, termination of Local CMRS Calls shall be at the Type 2A non-LATA-wide Access Tandem rate except for Section 3.1.1.2.

3.1.1.2 The Type 2A LATA-wide rate shall apply to any AWS traffic delivered to the designated Telco LATA-wide Access Tandem on a trunk group designated by AWS for the delivery of LATA-wide traffic. The Type 2A LATA-wide rate shall apply to any Telco traffic delivered to an AWS MSC on a trunk group designated by Telco for the delivery of LATA-wide traffic. The foregoing designations of trunks apply only to traffic placed on such trunks and originated by the designating Party.

3.1.1.3 Where Parties interconnect their respective networks utilizing Type 1 or Type 2B CMRS Interconnection, termination of Local CMRS Calls shall be at the respective Type 1 or Type 2B rate.

3.1.2 Local CMRS Calls.

3.1.2.1 Rates for Type 2A, Type 2B and Type 1 CMRS Interconnection are contained in Attachment I - Pricing (Wireless).

3.1.3 Transit Calls.

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3.1.3.4 The Parties agree that it is incumbent on the originating Party to establish billing arrangements directly with other third party Telecommunications Carriers to which it may originate traffic by means of arrangements provided by the Tandeming Party. In the event that AWS does send traffic through Telco's network to a third party Telecommunications Carrier with whom AWS does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a claim against Telco for compensation, Telco will advise both AWS and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then AWS agrees to indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic. In the event of any such proceeding, Telco agrees to allow AWS to participate as a party.

3.1.3.5 If either Party originates a call destined for termination to the other Party, but delivers that call to the other Party through a switching entity of another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Section 3.1.2, above. The originating Party shall also be responsible for paying tandem transit rates, if any are charged by another Telecommunications Carrier.

3.1.3.6 The terminating Party shall not charge the Tandeming Party for calls that are terminated to it via transit arrangements provided by the Tandeming Party.

3.1.4 Switch Share Markets.

3.1.4.1 Where AWS provides switching services to other two-way CMRS providers in Switch Share Markets, the traffic shall be treated as if it were provided to and from AWS end users. Compensation rates under this Section 3.1 shall apply to such traffic in the same manner as it applies to AWS' traffic.

3.1.4.2 AWS has identified below the legal entity name of each CMRS provider for whom AWS provides switching functions. AWS will

indemnify Telco against all claims by any such CMRS provider related to any traffic originating or terminating on such CMRS provider's network.

The Switch Share Markets are as follows:

Name of Legal Entity Licensed Area	MTA
NONE	

3.2 Other Terms for Reciprocal Call Transport and Termination.

3.2.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local CMRS Calls, and shall not apply to any other traffic or services, including without limitation:

- a. Non-CMRS traffic;
- b. Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
- c. Transit Traffic;
- d. Paging Traffic;
- e. Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.2.2. The Parties disagree concerning the proper basis for intercarrier compensation relating to ESP/ISP traffic. The Parties agree that such traffic between them, if any, is presently de minimus. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.

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3.2.4. For reciprocal compensation purposes, CMRS calls that originate on AWS' network in Indiana and terminate on Ameritech's network in Illinois within the same MTA in Illinois shall be compensated as Local CMRS Calls unless they

are otherwise excluded herein. In addition, CMRS calls that originate on Ameritech's network in Illinois and terminate within the same MTA and LATA in another state on AWS' network shall be compensated as Local CMRS Calls unless they are otherwise excluded herein.

3.2.4 Measuring Calls as Local CMRS Calls.

In order to measure whether traffic is Local CMRS Calls for purposes of calculating Reciprocal Compensation, the Parties agree as follows:

3.2.4.1 For Telco, the origination or termination point of a call shall be the end office that serves, respectively, the calling or called party at the beginning of the call.

3.2.4.2 For AWS, the origination point of a call shall be within the reliable coverage area of the cell site sector to which the calling party is connected at the beginning of the call. Such point must be within the MTA that the cell site sector predominantly covers.

3.2.4.3 For AWS, the termination point of a call shall be the point of connection with AWS' network that serves the called Party at the beginning of the call.

3.2.5 Billing And Recording.

3.2.5.1 Telco and AWS shall each perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

3.2.5.2 The Parties agree that the invoices exchanged between them will contain the following information:

3.2.5.2.1 The invoices will include identification of the monthly bill period (from and through dates) and invoices will include all current charges, past due balance, adjustments, credits, late payment fees, payments, and a contact for billing inquiries.

3.2.5.2.2 The Parties will issue invoices for usage and Facilities. Usage charges will be billed in arrears based on the agreed upon rates set forth in Section 3.1.2.1 of the Agreement. Facility charges will be billed in advance from Telco. Any fractional monthly charges and credits for Facilities incurred during the bill period may be reflected on the invoice for that bill period or the following bill period.

3.2.5.2.3 AWS will bill Telco by LATA (until MTA billing is implemented) by state, based on the terminating location of the call. AWS will display the Common Language Location Identifier code(s) of the Point of Interconnection where the exchange of traffic between Telco and AWS takes place as well as the number of calls and Conversation MOUs for each inbound trunk route. Telco will bill AWS by LATA and by the End Office/Access Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

3.2.5.2.4 The Parties will provide a remittance document with each invoice identifying: remittance address, invoice number and/or billing account number, summary of calls, Conversation MOUs and charges, amount due, and payment due date (at least thirty (30) days from the bill date/date of invoice).

3.2.5.2.5 Invoices between the Parties will be provided on paper, unless a mechanized format is mutually agreed upon.

3.2.5.2.6 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled for the monthly billing cycle and then rounded up to the next whole minute. Conversation MOUs will be aggregated at the end of the bill period.

3.2.6 The Parties agree to resolve any billing or record exchange disputes pursuant to the Dispute Resolution provisions set forth in Section 32 of this Agreement.

3.3 Terms and Compensation for Use of Facilities for Local CMRS Interconnection.

3.3.1 CMRS Interconnection Transport Arrangements.

The Parties will interconnect their networks using digital Facilities of at least DS1 transmission rates, except for Type 1 CMRS Interconnection arrangements, where the DS1 minimum will not be applicable.

3.3.2 CMRS Interconnection Transport Charges.

3.3.2.1 Charges shall be determined by Telco's tariff.

3.3.3 Switch Share Markets. Where AWS provides switching services to other two-way CMRS providers in Switch Share Markets, the traffic shall be treated as if

it were provided to and from AWS' end users. Determination of the proper compensation rates for Facilities under this Section 3.3 shall include such traffic in the same manner as AWS' own traffic is included.

3.3.4 Interconnection Facilities. The following shall apply for Facilities dedicated solely for transport of Interconnection traffic.

3.3.4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff, e.g., as identified on Attachment 1 - Pricing (Wireless) or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement. If the Parties agree to share the use of Facilities, they shall share proportionately in the costs of those Facilities. Where a one-way Facility is used, each Party will be solely responsible for the cost of that Facility up to the POI. Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.

3.3.4.2 Provision of Facilities obtained from Telco will be in accordance with Telco's applicable Access Services tariff or separate contract.

3.3.4.3 Shared Facilities.

3.3.4.3.1 When the Parties share DS1 and/or DS3 Facilities dedicated for transport of Interconnection traffic, the Parties will develop statewide AWS to Telco and Telco to AWS traffic factors based on billed Conversation MOUs. At a minimum, the Parties will use a three (3) month average of billing usage to develop the traffic factors. These factors may be updated every six (6) months at either Party's request or when significant network charges occur in either Party's network. The Parties shall exchange sufficient data to reasonably justify such new factor.

3.3.4.3.2 Telco may reduce charges, to reflect the proportionate share of the Facility that is used for the transport of traffic originated by Telco, or Telco may elect that AWS to bill Telco on a monthly basis. If Telco requests AWS to bill Telco, AWS will multiply the Telco to AWS traffic factor against the total shared DS1 and/or DS3 Facility charges

billed by Telco to AWS. AWS will then invoice Telco on a monthly basis, this proportionate cost for the Facilities utilized by Telco.

- 3.3.4.3.3 Should the Parties desire to share the cost of Facilities and Trunks, when Facilities larger than DS1s and/or DS3s are dedicated to provide Interconnection traffic under this Agreement, they will separately negotiate terms for such sharing
- 3.3.4.4 Each Party reserves the right to discontinue the use of all or a portion of the other Party's transport network for delivering Local CMRS Calls in favor of an alternative transport solution. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions.
- 3.3.4.5 If either Party provides one hundred percent (100%) of the Interconnection Facility via lease of meet point circuits between the other Party and a third party, or lease of third party Facilities or construction of its own Facilities, that Party may charge for the proportionate amount based on relative usage of the Facility in question using the lesser of (1) Telco's Dedicated Transport rate; (2) AWS' costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual cost of the Interconnection Facility if obtained from a third party. Nothing in this provision shall be construed to restrict the application of Section 3.3.4, above.
- 3.3.4.6 AWS and Telco are presently interconnected at numerous points in each LATA throughout Telco's Service Area. Each Party has provided the other with Interconnection at various reasonable points on its network in each LATA or tandem serving area. Having reviewed one another's network configurations, the Parties agree that their present network design and resulting Interconnection arrangements, taken as a whole and on balance, impose a reasonable allocation of transport and switching costs upon each Party and constitute one form of reliable and economically efficient Interconnection.
- 3.3.4.7 The Parties agree that reliable and economically efficient Interconnections require, among other things, that Interconnection points between the Parties' networks be within reasonable proximity to each other, based on the joint planning and forecasting requirements, in order to keep transport costs balanced for the exchange of Local Traffic; and that routing flexibility be maintained, to

allow the use of less costly shared or common transport within each Party's network to permit the use of the shortest available dedicated link between the Parties' networks for traffic exchange, consistent with LERG routing guidelines.

- 3.3.4.8 The Parties agree that they will not, under this Agreement, impose financial obligations for the reimbursement of shared Facility costs on the other Party to the extent the average of the number of DS1's weighted by their distances exceeds forty (40) miles. The Parties also agree that they will minimize the use of Type 1 CMRS Interconnection whenever possible, and when use of Type 1 CMRS Interconnection is required, will not impose financial obligations to the extent Facilities used in conjunction with such Type 1 CMRS Interconnection exceed twenty (20) miles.

3.4 Charges and Payment.

- 3.4.1 Each Party agrees to pay the other all undisputed rates and charges by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e., the same date in the following month as the bill date).
- 3.4.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 3.4.3 All nonusage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 3.4.4 All interconnection Facilities charges (recurring and non-recurring) owed to AWS by Telco under Section 3.3, above, shall be billed by AWS to Telco thirty (30) days following receipt by AWS of Telco's invoice.
- 3.4.5 Late Payment Charge. Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff.
- 3.4.6 Billing Disputes. The billed Party has forty five (45) days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific

invoice and dispute detail for the billing Party to be able to properly investigate the dispute. Both Parties have sixty (60) days from the date of the receipt of the billing dispute in which to work through the issues surrounding the dispute and come to resolution. If the appropriate billing contacts are unable to resolve the dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that a billing dispute arises concerning any charges which cannot be resolved by reasonable business measures, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 32 of this Agreement.

- 3.4.7 Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to six (6) months after the initial date service was furnished. The billed Party may dispute such charges in accordance with Section 3.4.6 above.
- 3.4.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than six (6) months after the date of the bill on which the service or Facility was billed. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 3.4.6 above. This Section 3.4.8 shall not apply to requests for credit when the true-ups are provided for in this Agreement.
- 3.4.9 Tariffed Services. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modifications. Telco shall provide AWS with notice, at the time of filing, of the filing of any such tariff modifications.
- 3.4.10 Surcharges and Surcredits. The rates and charges for Facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in Telco's intrastate tariffs.
- 3.4.11 Taxes. Each Party may charge and collect from the other, as applicable, appropriate federal, state, and local taxes. Where the billed Party notifies the other and provides appropriate documentation of exemption, the billing Party will not collect such taxes. In the event of a dispute between the Parties as to the exempt status of the billed Party, the billing Party will continue to charge and collect and the billed Party will continue to pay the tax until the billed Party provides the billing Party with appropriate affirmative documentation of the exempt status.

3.5 Intercept Arrangements.

- 3.5.1 The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one (1) of its NXX Code(s) that has not been assigned to a Customer.
- 3.5.2 When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 3.5.3 Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)

4.1 This Section 4 provides the terms and conditions for the exchange of traffic between AWS' network and Telco's network for Switched Access to IXC's, thus enabling AWS end users to access IXC's for the transmission and routing of interMTA and interLATA calls.

4.2 IXC Traffic.

- 4.2.1 AWS may order Equal Access Trunks in order to provide for access to IXC's through Telco's network.
- 4.2.2 AWS may send traffic to IXC's via Telco over Equal Access Trunks or Type 1 CMRS Interconnection Trunks.
- 4.2.3 Telco may send traffic from IXC's to AWS over CMRS Interconnection Trunks, Equal Access Trunks, or Type 1 CMRS Interconnection Trunks.
- 4.2.4 If traffic is handed from Telco directly to an IXC, from AWS directly to an IXC, from AWS to an IXC via Equal Access trunks, or from an IXC directly to Telco, access charges shall not apply to AWS.

4.3 InterMTA Traffic.

- 4.3.1 For the purpose of compensation between Telco and AWS under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment I – Pricing (Wireless).
- 4.3.2 To the extent that such traffic cannot be measured, interMTA factors (mobile to land and land to mobile) will be developed by AWS to determine the amount of InterMTA Traffic. AWS will provide an analysis to Telco, upon request, to explain the derivation of the percent interMTA factors.

- 4.3.3 Based on its analysis as of the Effective Date, AWS states that the initial interMTA factor under this Agreement is 2%, subject to true up, based on a network study. The initial true up, if any, will be back to the effective date of this agreement. Subsequent true ups, if any, will be back to the date of the previous true up.

5. UNBUNDLED NETWORK ELEMENTS

- 5.1 Where technically feasible, Telco shall make unbundled network elements available to AWS in accordance with the Act and the FCC's Rules (47 CFR § 51.307 et. seq). Upon AWS' request, the Parties agree that they will negotiate the specific network elements and the terms and conditions on which these network elements will be provided.
- 5.2 Telco's provision of unbundled network elements under this Agreement is subject to the provisions of the Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any unbundled network elements identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders that any of the unbundled network elements and/or unbundled network element combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed to the extent required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution provisions set forth in this Agreement.

6. COLLOCATION

Telco will provide collocation to AWS pursuant to Telco's tariff or separate agreement, which will, upon AWS' request, include any arrangement that both Parties agree is, or is specifically found by the Commission to be, a collocation arrangement and that is made available to any other CMRS provider. If Commission resolution is necessary, the Parties agree to cooperatively seek an expeditious resolution of any determination of whether a particular arrangement is a collocation arrangement.

7. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

Telco shall provide AWS access to poles, ducts, conduits and rights of way it owns or controls on rates, terms and conditions consistent with Section 224 of the Act and the FCC's Rules.

8. NONDISCRIMINATORY ACCESS TO TELEPHONE NUMBER RESOURCES

- 8.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Telco nor AWS shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.
- 8.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 8.3 The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from Telco's Access Tandems to points within AWS' network as designated by AWS. AWS agrees that it shall use best efforts to complete the reassignment of its Dedicated NXX Codes into its network. The Parties agree to cooperate in order to complete the transfer of all codes by the end of 1999. Until an NXX code is reassigned, it will continue to be temporarily assigned to Telco's network as shown in the LERG.
- 8.4 Telco will forward a confirmation to AWS in response to AWS' request to add AWS' NPA-NXXs to CMRS Interconnection Trunk Groups, when AWS submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 8.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.

9. NUMBER PORTABILITY

- 9.1 The Parties agree to implement Permanent Number Portability ("PNP"), in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 9.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 9.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query for PNP calls, that Party will make

arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user.

- 9.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 9.5 Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

10. TROUBLE REPORTING

The Parties will cooperatively plan and implement coordinated repair procedures for the CMRS Interconnection Trunks and Facilities to ensure trouble reports are resolved in a timely and appropriate manner.

11. CHANGE IN SERVICE ARRANGEMENTS

Charges associated with changes in AWS' Interconnection arrangements are in addition to other applicable charges. Change charges are as set forth in Telco's applicable state access tariff.

12. ALLOWANCES FOR TRUNK INTERRUPTIONS

AWS shall, upon request, be credited an amount for the period during which CMRS Interconnection Trunks are out of service due directly to a failure of Telco's switching equipment:

- a. For CMRS Interconnection Trunks, interruptions on a per line or trunk termination basis, no credit shall be allowed for an interruption of less than twenty-four (24) hours. AWS shall be credited for an interruption of twenty-four (24) hours or more at the rate of one-thirtieth (1/30th) of the applicable monthly recurring rate.
- b. The interruption period starts when an out of service condition is reported to Telco and ends when the trunks are restored to service. Claims for reimbursement under this Section must be made in writing within thirty (30) days of the occurrence and shall be payable within thirty (30) days of such notification. Credit allowances for interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in only one monthly billing period.
- c. No credit allowance will be made for: (i) interruptions caused by the Facilities used to provide CMRS Interconnection; (ii) interruptions where AWS has released the trunk to Telco for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during that time which was negotiated with AWS

prior to the release of this service; or (iii) an interruption or a series of interruptions resulting from a common cause for amounts less than one dollar (\$1.00).

13. NETWORK MANAGEMENT

- 13.1 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 13.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 13.3 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 13.4 Network Harm. Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment.
- 13.5 High Volume Calling Trunk Groups. The Parties shall cooperate to establish separate trunk groups for the completion of calls to high volume Customers.

14. LIABILITY AND INDEMNITY

- 14.1 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.
- 14.2 Except as otherwise stated in this Section 14, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of Facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the Facilities, services or arrangements described herein shall in no event exceed the amount of the allowance, if any, available under the applicable tariff.

- 14.3 Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of Facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.
- 14.4 Each Party shall reimburse the other for any loss through theft of Facilities or services, by or through employees of the reimbursing Party while on the premises of the other.
- 14.5 The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the interconnection arrangements and exchange of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.
- 14.6 Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 14 where the amount in controversy is less than two hundred and fifty dollars (\$250.00).
- 14.7 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

15. PATENTS

- 15.1 With respect to claims of patent infringement made by third persons, Telco and AWS shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Facilities, services or arrangements furnished under this Agreement.
- 15.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Facilities, services, or arrangements furnished under this Agreement.

16. RECORDS

- 16.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required under this Agreement are subject to the confidentiality provisions of Section 20 of this Agreement.
- 16.2 The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be exchanged hereunder. In the event that AWS possesses requisite

authority, but the regulatory agency involved has not issued a formal document of authorization, Telco shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

17. TERM AND TERMINATION

- 17.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until November 1, 2001.
- 17.2 After November 1, 2000, either Party may request negotiations between the Parties for new rates, terms, and conditions of the CMRS Interconnection arrangements. Such negotiations shall begin within thirty (30) days after delivery of such a request. Any resultant new CMRS Interconnection agreement shall be effective when approved by the Commission or upon such other date as is agreed to by the Parties in the agreement itself.
- 17.3 This Agreement shall continue in effect until:
 - 17.3.1 a regulatory or judicial body approves a negotiated new Interconnection agreement between the Parties for the Service Areas covered by this Agreement; or
 - 17.3.2 an arbitrated new Interconnection agreement between the Parties for the Service Areas covered by this Agreement becomes effective.
 - 17.3.3 this Agreement is terminated in accordance with the terms of this Section 17.
- 17.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new Interconnection agreement initiated under Section 17.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
 - 17.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
 - 17.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either Party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.
- 17.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 17.6 In the event AWS intends to cease providing its Authorized Services, AWS shall communicate this intent to Telco in writing at least sixty (60) days prior to the time AWS intends to cease providing its Authorized Services. If it sends such a communication, AWS may terminate this Agreement as part of that same advance

written notice, subject to payment for Facilities or arrangements provided or for costs incurred.

17.7 Violation Of or Refusal to Comply with Provisions of Agreement.

17.7.1 Either Party may provide thirty (30) days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.

17.7.2 If such material violation or refusal has continued uncured for thirty (30) days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) days written notice.

17.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

17.8 Immediate Termination.

17.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

17.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the Interconnection arrangements provided hereunder.

17.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

17.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Facility or arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

17.10 If this Agreement is terminated for any reason and the Parties continue to provide services hereunder, then the terms and conditions contained herein shall continue to apply to such services until a new contract between the Parties is in place, unless otherwise agreed.

18. REGULAR MEETING

The Parties recognize that they share a goal of ensuring that their Customers receive the highest quality and most reliable service. To help achieve this goal, the Parties agree to

meet every six (6) months, at the request of the other, to discuss procedures under this Agreement, and planned changes or enhancements of the Parties' respective networks.

19. DEPOSITS

Each Party ("Requesting Party") may, in order to safeguard its interests, require that the other Party, if it has a proven history of late payments or has not established credit, to make a deposit to be held by the Requesting Party as a guarantee of the payment of charges.

20. CONFIDENTIALITY

- 20.1 In light of the confidential nature of the non-public, proprietary information that may be developed and owned by the Parties during the term of this Agreement, or that may be used by the Parties, or their officers, employees, agents, or Affiliates or their officers, employees, or agents, in the performance of their Customer obligations, each Party hereto will (and will not cause or permit any of its officers, employees or agents or its Affiliates or their officers, employees or agents to do otherwise) receive and treat all confidential, proprietary, non-public information so developed, including without limitation, the systems, engineering and other technical data, forecasts, business records, correspondence, cost data, customer lists, estimates, market surveys, traffic data, trade secrets and other trade information (the "Information") as confidential, and keep, file and store such Information together with any notes or other material incorporating or relating to the Information, in a manner consistent with its confidential nature. All such Information, except the types of Information specified in Section 20.2, shall be conspicuously marked as "Confidential."
- 20.2 Any information that (i) is now in or subsequently enters the public domain through means other than direct or indirect disclosure by any Party hereto in violation of the terms of this Agreement or by any other person or entity in violation of an obligation of confidentiality; (ii) is, with the exception of traffic information, already in the possession of the Party receiving such information free of any obligation of confidence to any Party; or (iii) is lawfully communicated to the Party receiving the information by a third party free of any confidential obligation, shall not constitute "Information" hereunder.
- 20.3 Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons who have a need to see the information to implement the terms of this contract. Neither Party shall permit traffic or billing data to be disclosed to any Affiliate or subsidiary corporation that provides services that compete with the other Party.
- 20.4 Notwithstanding the above, information required to be disclosed by a Party to a legislative, regulatory, or judicial body may be so disclosed; however, the Party so releasing information proprietary to the other Party shall notify that Party prior to the

release of said information and if requested shall seek confidential status of said information with the requesting body.

21. NO WAIVER

21.1 The failure of either Party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.

21.2 The Parties acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any regulatory or judicial decisions.

22. NOTICE

22.1. The written notices provided for herein (other than trouble reports and notice of interruption) shall be given by fax and by posting by certified mail to AWS, return receipt requested, addressed as follows:

Jill Mounsey
Director – Enterprise Support
AT&T Wireless Services, Inc.
7277 164th Ave. NE
Redmond, WA 98052
Fax No: (425) 580-8609

With a copy to:

Dineen J. Majcher
Smith, Majcher & Mudge, L.L.P.
816 Congress Avenue, Suite 1270
Austin, TX 78701
(512) 322-9044
Fax No: (512) 322-9020

and to Telco addressed as follows:

Contract Management
ATTN: Notices Manager
Four Bell Plaza, 9th Flr.
311 S. Akard Street
Dallas, TX 75202-5398

Each Party agrees to inform the other of any name change or in its legal status in writing within thirty (30) days of the effective date of such change.

23. ASSIGNMENT

- 23.1 This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 23.2 Except as otherwise provided herein, this Agreement shall be binding on and shall inure to the benefit of Parties hereto and their respective successors and assigns.

24. AMENDMENTS, CHANGES, AND MODIFICATIONS

- 24.1 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Facilities, arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 24.2 Subject to the provisions of Section 24.1 above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the Facilities.
- 24.3 No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties.

25. LAW GOVERNING AGREEMENT

This Agreement shall be governed by the laws of the State of Illinois and applicable federal law.

26. INSOLVENCY

- 26.1 Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. Such termination shall be permitted only if adequate assurance cannot be provided in accordance with Section 26.2.
- 26.2 When the circumstances referred to in Section 26.1, above exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required under this

Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of said repudiation.

27. SEVERABILITY

In the event a portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder shall continue in full force; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of Section 17, above.

28. THIRD PARTY BENEFICIARY

This Agreement shall not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference to this Agreement.

29. FORCE MAJEURE

29.1 Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence.

29.2 If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 17 above, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.

30. MOST FAVORABLE TERMS AND CONDITIONS

To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Telco shall make available to AWS for a reasonable period of time any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which Telco is a Party upon AWS' agreement to the same terms and conditions as those provided in that agreement.

31. CHANGES IN LAW

31.1 In the event that any final and nonappealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement or any Attachment hereto, renders this Agreement or any Attachment hereto inoperable, creates any

ambiguity or requirement for further amendment to this Agreement or any Attachment hereto, or adversely affects the ability of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, Attachment, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

- 31.2 Where Telco's Service Area or AWS' Service Area is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to incorporate such modification, if requested by either Party.
- 31.3 Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any laws, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking. In addition, the Parties agree to amend this Agreement as necessary to comply with any change in law or legal requirements applicable to this Agreement or its Attachments.
- 31.4 This Agreement and the Attachments hereto shall be amended at the request of either Party to take into account changes in FCC or Commission decisions, tariffs, rules, and requirements, including changes resulting from judicial review of applicable regulatory decisions, that require amendment of this Agreement. This Agreement and the Attachments hereto and the rates, charges, terms, and conditions set forth herein and therein shall be amended from time to time to conform to such new or changed rates, charges, terms, and conditions as may subsequently be approved by the FCC or the Commission and that require amendment of this Agreement.
- 31.5 Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs.

32. DISPUTE RESOLUTION

32.1 Timing for Dispute Resolution.

Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

32.2 Alternative to Litigation.

The Parties generally desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

32.3 Commencing Dispute Resolution.

Dispute Resolution shall commence when one Party sends to the other Party a written notice of a controversy or claim arising out of or relating to this Agreement and specifying the exact nature, time and terms of the dispute. No Party may pursue any claim unless such written notice has first been given to the other Party.

32.4 Informal Resolution of Disputes.

32.4.1 When such written notice has been given, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement.

32.4.2 The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, but they shall use their best efforts to resolve the dispute within sixty (60) days.

32.4.3 Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations.

32.4.4 Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

32.5 Formal Dispute Resolution.

32.5.1 If the Parties are unable to resolve the dispute through the informal procedure described above, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration. Unless agreed upon by the Parties, formal Dispute Resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked no sooner than sixty (60) days after the date of the notice initiating Dispute Resolution under Section 32.3.

32.6 Claims Subject to Arbitration.

All claims will be subject to arbitration pursuant to Section 32.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

32.7 Arbitration.

- 32.7.1 Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree.
- 32.7.2 Each arbitration will be held in Chicago, Illinois unless the Parties agree otherwise.
- 32.7.3 The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration.
- 32.7.4 The arbitrator will control the scheduling so as to process the matter expeditiously.
- 32.7.5 The Parties may submit written briefs upon a schedule determined by the arbitrator.
- 32.7.6 The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings.
- 32.7.7 The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
- 32.7.8 The arbitrator shall be knowledgeable of telecommunications issues.
- 32.7.9 The arbitrator shall permit reasonable written discovery between the Parties as part of the arbitration process.
- 32.7.10 The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- 32.7.11 Each Party will bear its own costs of these procedures, including attorneys' fees.
- 32.7.12 The Parties will equally split the fees of the arbitration and the arbitrator.
- 32.7.13 The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.
- 32.7.14 Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

32.8 Resolution of Billing Disputes.

The following provisions apply specifically to the resolution of billing disputes:

32.8.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) days:

32.8.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

32.8.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

32.8.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) days:

32.8.2.1 Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.

32.8.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

32.9 No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

33. EFFECTIVE DATE

This Agreement shall become effective upon approval by the Commission.

34. SUPERSEDURE

This Agreement supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other written documentation of agreements between the Parties hereto with respect to the subject matter hereof.

35. EXECUTION IN MULTIPLE PARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed original, but such counterparts together constitute one and the same document.

36. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between Telco and AWS with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

Ameritech Illinois

By SBC Telecommunications, Inc.,
its authorized agent

Signature: _____

Name: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

AT&T Wireless PCS, LLC

Signature: _____

Name: _____
(Print or Type)

Title: _____

Date: _____